

PROFESSIONAL SERVICE CONTRACT TRANSMITTAL RECORD

Insurance Requirement

ACCOUNTS PAYABLE WILL HOLD UP ALL CONTRACT PAYMENTS UNTIL ALL INSURANCE CERTIFICATES/POLICIES REQUIRED UNDER THE CONTRACT HAVE BEEN RECEIVED. CONTRACTORS SHOULD BE MADE AWARE OF THIS REQUIREMENT.

TYPE OF CONTRACT: (Check One)

- ☐ CONSTRUCTION/DEMOLITION ☐ LEASE ☐ DEED
☒ PROFESSIONAL SERVICES

DEPARTMENT HEAD'S SIGNATURE

[Signature]

DEPARTMENT
POLICE

FUNDING SOURCE (Percent)

FEDERAL % STATE % CITY 100%

DEPARTMENT CONTACT PERSON
2ND DEPUTY CHIEF TINA TOLLIVER

PHONE NO.
596-5494

CONTRACTOR'S NAME: BOOTH RESEARCH GROUP, INC.

DATE PREPARED
12/3/14

CONTRACTOR'S ADDRESS: 19029 E. PLAZA, SUITE 200,
PARKER COLORADO 80134

- ☐ ENGINEER'S ESTIMATE
☒ CONTRACT ☐ CHANGE

AMOUNT
\$
\$226,000

PHONE NO.

- ☒ CORPORATION ☐ PARTNERSHIP ☐ INDIVIDUAL

FEDERAL EMPLOYER/SOCIAL SECURITY NUMBER:

MINORITY FIRM ☐ YES ☐ NO

PURPOSE OF CONTRACT:

1000-370140-000000-617900-00115-000000-00000

TIME & DATE IN

APPROVER MUST ALSO MAKE APPROPRIATE NOTES IN ORACLE PURCHASE ORDER

TIME & DATE IN

REQUESTING DEPARTMENT

OFFICE OF THE CHIEF
BUDGET OPERATIONS

AUTHORIZED DEPARTMENT REPRESENTATIVE

BUDGET

- ☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

BUDGET DIRECTOR OR DEPUTY

GRANT MANAGEMENT SECTION

- ☐ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

GRANT ACCOUNTANT

FINANCE DEPARTMENT

- ☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

FINANCE DIRECTOR OR DEPUTY

LAW DEPARTMENT

- ☒ RECOMMEND APPROVAL
☐ RECOMMEND DENIAL

CORPORATION COUNSEL

PURCHASING DIVISION

PURCHASING DIRECTOR

CITY COUNCIL APPROVAL JCC REFERENCE: PAGE DATE

PROFESSIONAL SERVICES CONTRACT

BETWEEN

CITY OF DETROIT, MICHIGAN

AND

BOOTH RESEARCH GROUP, INC.

CONTRACT NO. 2900804

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**CITY OF DETROIT
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT is entered into by and between the City of Detroit, a Michigan municipal corporation, acting by and through its Police Department ("City"), and Booth Research Group, Inc a Detroit, a Colorado Corporation, with its principle place of business located at 19029 E. Plaza, Suite 200, Parker, Colorado 80134 ("Contractor").

WITNESSETH:

WHEREAS, the City desires to engage the Contractor to render certain technical or professional services ("Services"), as set forth in this Contract; and

WHEREAS, the City in engaging the Contractor desires to provide for the efficient and orderly performance of the designated Services; and

WHEREAS, the Contractor represents that it is authorized and prepared to provide the qualified professional personnel with the necessary skills to perform the Services in a manner that is responsive to the City's needs in all respects; and

WHEREAS, the City has selected the Contractor to perform the Services as set forth in this Contract; and

WHEREAS, the further objectives of this Contract are set forth in Exhibit A; and

WHEREAS, other related services may be provided in support of the Services by the Contractor;

NOW, THEREFORE, in consideration of the mutual undertakings and benefits to accrue to the parties, the parties agree as follows:

1. DEFINITIONS

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Budget for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Exhibit C" is the Detroit Living Wage Ordinance Contractor Certification, by which the Contractor certifies that it shall comply with the Detroit Living Wage Ordinance.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs, that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

2. ENGAGEMENT OF CONTRACTOR

- 2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.
- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all

damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.

- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.

3. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

- 3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.
- 3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:
- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
 - (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
 - (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
 - (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
 - (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i)

duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology; and

- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.

4. CONTRACT EFFECTIVE DATE AND TIME OF PERFORMANCE

4.01 The award of this Contract to the Contractor shall not become effective until:

- (a) The Contract has been approved by the required City departments;
- (b) The award of the Contract has been authorized by resolution of the City Council; and
- (c) The Contract has been signed by the City's Purchasing Director.

4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.

4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

5. DATA TO BE FURNISHED CONTRACTOR

5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

6. PERSONNEL & CONTRACT ADMINISTRATION

6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's professional activities and major undertakings.

- 6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.
- 6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.
- 6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.
- 6.05 For all purposes, City employees shall remain employees of the City and the Contractor's employees shall remain employees of the Contractor. The Contractor is being retained by the City as an independent contractor to provide Services to the City, and is not being retained in any capacity as a joint enterprise or joint venturer with the City.
- 6.06 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.
- 6.07 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.
- 6.08 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The individual responsible for accepting performance under this Contract is:

Gail A. Oxendine
Human Resources Director - Police
City of Detroit - Police Department
1301 Third Street
Detroit, Michigan 48226
Office: 313-596-2730
Email: oxendineg@detroitmi.gov

7. COMPENSATION

- 7.01 Compensation for Services provided shall not exceed the amount of **Two Hundred Twenty Six Thousand and 00/100 Dollars (\$226,000.00)**, inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Section 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.
- 7.02 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.
- 7.03 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.
- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
 - (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
 - (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the

Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.

- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

7.04 The Contractor agrees to include the covenants contained in Sections 7.02 and 7.03 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

8. INDEMNITY

8.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract.

8.02 The Contractor also agrees to hold the City harmless against any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's performance of this Contract.

8.03 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

- 8.04 In the event any action shall be brought against the City by reason of any claim covered under this Section 8, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.
- 8.05 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.
- 8.06 The Contractor agrees that it explicitly waives any right it has or may have to immunity under applicable industrial insurance laws with respect to any action against the City and agrees to assume liability for actions brought by its own employees against the City as provided above.
- 8.07 The indemnification obligation under this Section 8 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.
- 8.08 The Contractor agrees that this Section 8 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

9. INSURANCE

- 9.01 The Contractor shall maintain, at a minimum and at its expense, during the term of this Contract the following insurance, with the understanding that if the Contract price exceeds One Million Dollars (\$1,000,000) additional insurance will be required:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage

- 9.02 (a) The commercial general liability insurance policy shall name the "City of Detroit" as an additional insured and shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit. The commercial general liability insurance shall provide blanket contractual liability insurance for all written contracts or, in the alternative, shall contain a specific endorsement worded substantially as follows:

"During the effective period of the policies mentioned herein, it is agreed that this insurance specifically covers liability assumed by the insured under the provision of Contract No. 2892164, dated _____ and entered into by the insured and the City of Detroit."

- (b) If the commercial general liability policy does not contain the standard ISO (Insurance Services Office) wording of "definition of insured," which reads essentially as follows: "The insurance afforded applies separately to each insured . . . except with respect to limits . . ." then, in the alternative, the public liability insurance policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee of any other insured. This policy shall protect each

insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) been named."

- 9.03 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers of recognized responsibility that are well-rated by national rating organizations and are otherwise acceptable to the City.
- 9.04 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior written notice to the City. Certificates of insurance evidencing such coverage shall be in a form acceptable to the City. Certificates of insurance shall be submitted to the City's Finance Department, Accounts Payable Section, Coleman A. Young Municipal Center, prior to the commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.
- 9.05 If any work is sublet in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in Section 9.01 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.
- 9.06 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Section 9 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

10. DEFAULT AND TERMINATION

- 10.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience (without cause) according to the provisions of this Section 10.
- 10.02 The City reserves the right to terminate for cause. Cause is an event of default.
- (a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:
- (1) The Contractor fails to begin work in accordance with the terms of this Contract; or

- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
 - (3) The Contractor ceases to perform under the Contract; or
 - (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
 - (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
 - (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
 - (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
 - (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
 - (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
 - (10) The Contractor fails in any of the agreements set forth in this Contract; or
 - (11) The Contractor ceases to conduct business in the normal course; or
 - (12) The Contractor admits its inability to pay its debts generally as they become due.
- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for

Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.
- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.
- (e) The City's remedies outlined in this Section 10.02 shall be in addition to any and all other legal or equitable remedies permissible.

10.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

10.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and
- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

10.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

11. ASSIGNMENT

11.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

12. SUBCONTRACTING

12.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right

to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

- 12.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.
- 12.03 The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.
- 12.04 The provisions contained in this Section 12 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.
- 12.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

13. CONFLICT OF INTEREST

- 13.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed by it.
- 13.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.
- 13.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is

breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

- 13.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

14. CONFIDENTIAL INFORMATION

- 14.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall be marked Confidential and shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.
- 14.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

15. COMPLIANCE WITH LAWS

- 15.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 15.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

16. AMENDMENTS

- 16.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or

modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.

- 16.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 16.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City Departments and the City Council, and is executed by the Purchasing Director.
- 16.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

17. FAIR EMPLOYMENT PRACTICES

- 17.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.
- 17.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Section 17 in any subcontract, as well as provide the City a copy of any subcontract upon request.
- 17.03 Breach of the terms and conditions of this Section 17 shall constitute a material breach of this Contract and may be governed by the provisions of Section 10, "Default and Termination."

18. NOTICES

- 18.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the Police Department (on behalf of the City):

Attention: Gail Oxendine
Human Resources Director - Police
1301 Third St.
Detroit, Michigan 48226

If to the Contractor: Booth Research Group, Inc.

19029 E. Plaza Drive, Suite 200
Parker, Colorado 80134

Attention: Kelly S. McIntyre, Ph.D.

- 18.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19. PROPRIETARY RIGHTS AND PATENT INDEMNITY

- 19.01 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), said Discoveries shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents for said Discoveries, if the City elects to do so.
- 19.02 The Work Product shall not be disclosed, published or copyrighted in whole or in part by the Contractor. The right to copyright such materials shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."
- 19.03 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.
- 19.04 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the

Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

- 19.05 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

20. YEAR 2000 WARRANTY

- 20.01 The Contractor warrants that all goods or services provided pursuant to this Contract shall comply with the requirements of this Section 20. The City requires and the Contractor warrants that it is using software that has been designed to ensure compatibility with dates referring to the year 2000 and beyond, including, but not limited to, software that accurately recognizes and processes all date and century data, including leap year data, that accurately uses same-century and multi-century formulas and date values in its calculations, and that uses date data interface values that accurately reflect the century.

The Contractor warrants and the City requires that software shall not abnormally end or provide invalid or incorrect results as a result of date data, specifically including date data that represents or references different centuries or more than one century.

Software must be designed to be used prior to, during, and after the calendar year 2000 A.D., and software must operate during each such time period without error relating to date data, specifically including any error relating to, or the product of, date data that represent or reference different centuries or more than one century.

Date data outside of the range 1990 to 1999 must be correctly processed in any level of computer hardware or software, including but not limited to microcode, firmware, application programs, files and databases.

21. WAIVER

- 21.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.
- 21.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.
- 21.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

22. MISCELLANEOUS

- 22.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.
- 22.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.
- 22.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.
- 22.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.
- 22.05 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity. This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor agrees that service of process at the address and in the manner specified in Section 18 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and

enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan, the Michigan Court of Claims or the Michigan Supreme Court.

- 22.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 22.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.
- 22.08 Neither party shall be liable to the other in the event a force majeure renders performance of the Contract by either party impossible. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.
- 22.09 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 22.10 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City, including real property, personal property, and income taxes.
- 22.11 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 22.12 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 22.13 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 22.14 The City shall have the right to recover by setoff from any payment owed to the Contractor delinquent withholding, income, corporate and property taxes owed by the Contractor and amounts owed to the City by the Contractor under this Contract or other contracts.

IN WITNESS WHEREOF, the City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as of the dates of their respective signatures:

WITNESSES:

CONTRACTOR: Booth Research Group, Inc.

1. Chanda Turnbull 11/20/14
Name Date

BY: [Signature] 11/20/14
Name Date

2. Susan D. Quarles 11/20/14
Name Date

ITS: President

WITNESSES:

CITY OF DETROIT Police Department

1. [Signature]
Name DRIS W. MILTON Date

BY: [Signature] 12-8-2014
Name : James E. Craig Date

2. [Signature]
Name Sherry D. Franklin 12/8/14 Date

ITS: **Chief of Police**

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON

FEB 03 2015

APPROVED BY THE LAW DEPARTMENT
PURSUANT TO § 6-406 OF THE
CHARTER

OF THE CITY OF DETROIT

Date

[Signature]
Purchasing Director Date

[Signature] 12-17-14
Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

DPD
SERGEANT AND LIEUTENANT PROMOTION TESTING AND ASSESSMENT
Bid Evaluation
RFP 49238

Vendors:		IOS	BOOTH	FIELDS CONSULTING GROUP
Direct Experience - (25 pts)				
Agencies Years of Experience		3	1	2
Number of Similar Engagements (Minimum 3)		2	1	3
Number of and Resume of Key Employees		2	3	1
Vendor Score		8	25	17
Total Project Cost - (20pts)				
Police Lieutenant Testing Year 1		\$ 61,725.00	\$ 59,000.00	\$ 101,800.00
Police Lieutenant Testing Year 2		\$ 43,220.00	\$ 59,000.00	\$ 66,300.00
Police Sergeant Testing Year 1		\$ 73,100.00	\$ 54,000.00	\$ 120,000.00
Police Sergeant Testing Year 2		\$ 52,420.00	\$ 54,000.00	\$ 84,500.00
Total Cost		\$ 230,465.00	\$ 226,000.00	\$ 372,600.00
Vendor Score		13	20	7
Proposal and Plan for Assessment Center Management - (20Pts)				
Project Plan				
Vendor Score		7	20	13
PHASE II CRITERIA - PRIME AGREEMENT OR ECONOMIC DEVELOPMENT (15 pts)				
Detroit Headquartered business (10 pts max)		0	0	0
Detroit based business (5 pts max)		0	0	0
Max Phase Two not to exceed (15 pts)		0	0	0
PHASE III CRITERIA - ECONOMIC DEVELOPMENT & AGREEMENT PERFORMANCE OF PRIME AND SUBCONTRACTOR'S (20 pts)				
Detroit Headquartered business (15pts max)		0	0	0
Detroit based business (5 pts max)		0	0	0
Max Phase Two not to exceed (20 pts)		0	0	0
Vendor Score		28	65	37
Evaluation Team Members				
1st AC Houser				
AC White				
Gail Oxendine				
Yolanda Gaines				
Don Bryant- Facilitator				

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this *Contract* shall be a three (3) Year Contract, to commence after a formal approval of the Honorable City Council, and effective on TBD, and shall terminate on TBD. The *Contractor* shall commence performance of this *Contract* upon receipt of a written "*Notice to Proceed*" from the *City* and in the manner specified in the *Notice to Proceed*.

II. Services to be Performed

For each position, the Contractor will be responsible for the following activities:

Job Analysis

- Review information from previous job analyses, as well as other department-related information, and determine what additional information may be needed.
- Administer and analyze an on-line job analysis questionnaire for Subject Matter Experts from the position to complete, if needed.
- Conduct on-site meetings with Subject Matter Experts from the position, as well as with the Police Chief, the Director of Police Personnel, union representatives, and other interested parties.
- Prepare a report outlining information obtained from the job analysis, if needed.

Candidate Orientation Sessions

- Conduct at least 2 candidate orientation sessions on-site.
- Provide handouts for the candidates regarding preparation for both the written examinations and the assessment centers.

Written Examination

- Work with the City to develop a reading list for the positions as source material for the written examinations.
- Develop draft versions of the written examinations, consisting of approximately 120 items, at least fourteen business days prior to the written examination administration date.
- Finalize a 100-item written examinations for administration.
- Administer the written examinations on-site.
- Score the written examinations and produce a rank-ordered list within five business days of the written examination administrations.
- Consult with the department regarding proper disposition of any challenges made to the items contained within the written examinations.
- If needed, produce a new rank-ordered list, based on any score changes based on successful written examination challenges.
- Analyze test results using appropriate statistics.

Assessment Center

- Develop three assessment center exercises per position which are relevant to each position and the Department.
- Recruit and select a sufficient number of assessors for the assessment center processes.
- Conduct assessor training for the assessment centers.
- Administer the assessment centers on-site.
- Provide a rank-ordered list for the positions, combining candidate performance in the assessment center, candidate performance on the written examination, and any other elements required by the City.
- Provide an individualized feedback and score report to each candidate participating in the assessment centers.

Final Report

- Provide a summary and discussion of the promotional process, including reliability and validity information on each element of the processes.
- Provide statistical analyses for the written examinations and the assessment centers.

For each position, the City will be responsible for the following activities:

Job Analysis

- Encourage incumbents to complete the on-line job analysis questionnaires, if needed.
- Provide Subject Matter Experts (SMEs) and other stakeholders to meet with the Contractor during an on-site visit.

Candidate Orientation Sessions

- Provide the location for the candidate orientation sessions.
- Record the orientation sessions and make that recording available to those candidates unable to attend the sessions.

Written Examination

- Develop and disperse the reading lists for the written examination a minimum of 90 calendar days prior to the written examination administration date.
- Provide qualified individuals to review draft versions of the written examinations.
- Ensure security of draft version of the written examinations during any review.
- Make final decisions regarding the disposition of any challenged items contained on the written examinations.
- Arrange and pay for any facility required for test administration. Facility arrangements include providing sufficient numbers of tables and chairs.
- Provide sufficient personnel to assist with proctoring the written examination.

Assessment Center

- Arrange and pay for the facility needed to conduct the assessment centers.
- Arrange and pay for travel for all assessors, including airfare, ground transportation, and any transportation needed from the hotel to the testing site.
- Arrange and pay for lodging and meals for assessors and Contractor staff.
- Provide proctors to assist in assessment center administration.
- Provide equipment and personnel to conduct all video tape recording of each candidate's performance in each exercise of the assessment centers.
- Provide personnel to conduct video-tape recording of candidate performances.
- Provide the Contractor with all necessary non-testing related scores to be combined with the assessment center and written examination (e.g., seniority, veteran's bonus, education).

Final Report

- Provide the Contractor with demographic information on all candidates taking the written examination to facilitate the analyses conducted on all elements of the promotional processes.

EXHIBIT B
FEE SEHEDULE

Payment for the proper performance of the Services shall be contingent upon receipt by the City of the Contractor's invoice for payment. The invoice shall certify the total amount, itemizing costs when applicable. The invoice must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

2015 Promotion Testing and Assessment

Police Lieutenant Consulting Fees: **\$ 59,000**

Police Sergeant Consulting Fees: **\$ 54,000**

CONSULTING FEES FOR 2015: **\$113,000**

2017 Promotion Testing and Assessment

Police Lieutenant Consulting Fees: **\$ 59,000**

Police Sergeant Consulting Fees: **\$ 54,000**

CONSULTING FEES FOR 2017: **\$113,000**

TOTAL CONSULTING FEES FOR 2015 & 2017: **\$226,000**

These prices are inclusive of all activities detailed in the Scope of Services for this contract, but does not include Contractor or assessor travel expenses (including, but not limited to, airfare, lodging, and meals.)

This cost assumes the two processes are conducted separately. If the processes are conducted simultaneously, the expenses will be reduced.

Please see next page for a cost breakdown of each promotional process.

Consultation on defense of test is at a rate of \$250 per hour, plus travel expenses.

We have highlighted the portion of the activities which should be paid initially to begin the project. These activities total \$72,000. The remainder can be paid upon completion of the project.

DETROIT POLICE DEPARTMENT
2015/2017 POLICE LIEUTENANT AND SERGEANT PROMOTIONAL
PROCESSES

COST PROPOSAL BY THE BOOTH RESEARCH GROUP

Project Phase	Police Lieutenant	Police Sergeant
1) Project Start-Up and Job Analysis <ul style="list-style-type: none"> Develop timeline and details of project Finalize study list Review current job analyses and administer Job Analysis Questionnaire, if required 	\$ 3,500	\$ 3,500
2) Candidate Orientation Sessions and Site Visit <ul style="list-style-type: none"> Meet with the Chief of Police, Police Personnel, and SMEs Provide two candidate orientation sessions on site to account for differing shifts Distribute written preparation materials to candidates 	\$ 1,500	\$ 1,500
3) Test Development – Written Examination <ul style="list-style-type: none"> Develop a 120-item, multiple-choice draft of the written examination for Departmental review Create a final 100-item job knowledge written examination Produce materials associated with the written examination (e.g., written test booklets, answer sheets, administrator instructions, and proctor instructions) 	\$ 12,000	\$ 12,000
4) Test Development – Assessment Center <ul style="list-style-type: none"> Develop a draft of three assessment center exercises for Departmental review Create a final assessment center consisting of three exercises Produce materials associated with the assessment center (e.g., forms, assessor training materials, candidate information, and preparation materials) 	\$ 15,000	\$ 13,000
5) Test Administration – Written Examination <ul style="list-style-type: none"> Administer written examination to all candidates on-site 	\$ 5,000	\$ 5,000
6) Test Administration – Assessment Center <ul style="list-style-type: none"> Procure assessors for participation in the assessment center Train assessors for prior to start of the assessment center Administer assessment center to all candidates on-site Provide room proctors for candidate presentation rooms 	\$ 18,000	\$ 15,000
7) Scoring and Analysis <ul style="list-style-type: none"> Score both the written examination and the assessment center at vendor offices Analyze results of the written examination, assessment center, and final promotional process for mean score differences Provide a rank-ordered eligibility list to the Department 	\$ 3,000	\$ 3,000
8) Reports	\$1,000	\$ 1,000

<ul style="list-style-type: none"> • Complete Job Analysis report, if needed • Complete Final Validation report • Provide feedback and score reports to each candidate 		
Total Consulting Fees	\$59,000	\$54,000

CITY ACKNOWLEDGMENT

STATE OF MICHIGAN)

)SS.

COUNTY OF WAYNE)

The foregoing contract was acknowledged before me the 9TH day of Dec.,

2014, by James E. Craig
(name of person who signed the contract)

the Chief
(title of person who signed the contract as it appears on the contract)

of Police
(complete name of the City department)

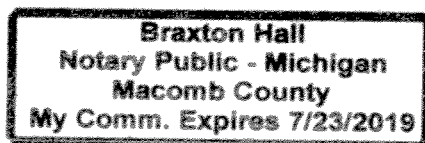
on behalf of the City.

Braxton Hall

Notary Public, County of Wayne

State of Michigan

My commission expires: 07/23/19



CORPORATE ACKNOWLEDGMENT

STATE OF COLORADO)

)SS.

COUNTY OF DOUGLAS)

The foregoing contract was acknowledged before me the 21st day of November,
2014, by Walter S. Booth,
(name of person who signed the contract)
the President,
(title of person who signed the contract as it appears on the contract)
of Booth Research Group, Inc.,
(complete name of the corporation)

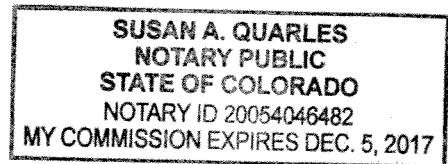
on behalf of the Corporation.



Notary Public, County of Douglas

State of Colorado

My commission expires: 12.5.2017



CORPORATION CERTIFICATE OF AUTHORITY

I, W S BOOTH, Corporate Secretary of
(name of corporate secretary)

BOOTH RESEARCH GROUP, a Colorado
(complete name of corporation) (state of incorporation)

For Profit corporation (the "Corporation"), **DO HEREBY CERTIFY** that the following
(non-profit or for profit)

is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called

and held on 11/20/14, and that the same is now in full force and effect:
(date of meeting)

"**RESOLVED**, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Corporation and under its corporate seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman,
WALTER S. BOOTH is President,
Kelly S. McIntyre is (are) Vice President(s),
Chanda L. Turnbull is Treasurer,
W. S. BOOTH is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the Corporation are authorized to execute and commit the Corporation to the conditions, obligations, stipulations and undertakings contained in Contract No. _____ between the City and the above-referenced Corporation and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this 20 day of November, 2014.

CORPORATE SEAL

(if any)


Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.

Detroit City Council
Legislative Policy Division

TO: Purchasing Division Staff
FROM: David Teeter
DATE: February 3, 2015

RE: **PURCHASING ITEMS APPROVED BY THE CITY COUNCIL**

The following are contracts that were considered by the City Council at the *Adjourned Session of Thursday, January 29, 2015*.

*The following contracts, purchase orders and other matters were reported to the City Council, by the indicated Standing Committee, at the Adjourned Session of January 29, 2015, and **APPROVED**.*

Reported by Internal Operations Committee

87068 Charles S. McEwen \$4,000 INSPECTOR GENERAL
Submitted in the List for January 27, 2015; Referred to the Adjourned Session
Correction submitted to the term and contract amount; Approved with ***WAIVER***.

Reported by Public Health and Safety Committee

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Walked on to Committee Meeting Jan. 26; Moved to New Business; Moved to Adjourned Session.

One contract was Reconsidered at the Session of February 3, 2015, that was approved at the Adjourned Session of January 29, 2015

2902527,Lease Boulevard Holdings (2875 W.Grand Blvd) \$2,727,752 POLICE
Request to Reconsider by Council Member Scott Benson; Reconsideration Approved;
Vote to consider the Contract **POSTPONED** 1 Week.

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Budget, Finance and Audit Committee:

No Contracts Reported

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of February 3, 2015

Page 2

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Internal Operations Committee:

No Contracts Reported

Reported by the Neighborhood and Community Services Committee:

No Contracts Reported

Reported by the Planning and Economic Development Committee:

2892521, Amend. Corporate F.A.C.T.S. No. Increase to \$2,135,137 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Includes corrections submitted Jan. 30, 2015.

2899854 Detroit Economic Development Corp. \$255,000 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Approved with ***WAIVER***.

2899858 Detroit Economic Growth Corp. \$865,837 PLAN.&DEVELOPT.
Submitted in the List and Referred on January 27, 2015; Approved with ***WAIVER***.

Reported by the Public Health and Safety Committee:

2901177 Walker's Heating & Cooling \$149,861.61 TRANSPORTATION
Submitted in the List for the Week of December 15, 2014.

2897760 Automotive Media d/b/a IM Branded \$33,833 FIRE
Submitted in the List and Referred January 13, 2015.

2899374, Revenue Comerica Bank Corp. Est. Revenue not indicated POLICE
Submitted in the List and Referred January 13, 2015.

2900062 (MiDeal) – Motorola Solutions \$7,500,000 **QOL** POLICE
Submitted in the List and Referred January 13, 2015.

2899331 CTT Equipment \$147,200 TRANSPORTATION
Submitted in the List and Referred October 28, 2014; Approved November 12, 2014 for \$135,200;
Correction to Cost, for \$147,200, Referred January 13, 2015.

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of February 3, 2015

Page 3

*The following contracts and purchase orders were reported to the City Council by the indicated Standing Committee, at the Regular Session of February 3, 2015 and **APPROVED***

Reported by the Public Health and Safety Committee: *continued*

2901820	Crestline Specialties	\$54,000	TRANSPORTATION
	Submitted in the List and Referred January 20, 2015.		
2821497,Ext.	PIE Management (IT services)	No +\$ to \$5,000,000	ADMIN.HEARINGS
	Submitted in the List and Referred January 20, 2015.		
2900137	Detroit Building Authority	\$240,000	AIRPORT
	Submitted in the List and Referred January 20, 2015.		
2900804	Booth Research Group (Promotion Exams)	\$226,000	POLICE
	Submitted in the List and Referred January 20, 2015.		
86955	Tiffany Perry (Victims Assist.Advocate)	\$36,400	POLICE
	Submitted in the List and Referred January 20, 2015.		
2901724	AIS Construction Equipment	\$165,200	PUBLIC WORKS
	Submitted in the List and Referred January 20, 2015.		

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Budget, Finance and Audit Committee

No Contracts Referred

Referred to Internal Operations Committee

No Contracts Referred

Referred to Neighborhood and Community Services Committee

No Contracts Referred

Purchasing Division
Contracts and Purchase Orders Received, Considered at Regular Session
of February 3, 2015

Page 4

*The following contracts were **REFERRED** on February 3, 2015 to the indicated Standing Committee for consideration and report to the City Council.*

Referred to Planning and Economic Development Committee

2893571,Ext.	Det.Rescue Mission Ministries	PLANNING & DEVELOPMT.
2893809,Ext.	Cass Comm. Social Services	PLANNING & DEVELOPMT.
2893819,Ext.	Operation Get Down	PLANNING & DEVELOPMT.

Referred to Public Health and Safety Committee

No Contracts Referred

The following items have been HELD for review, discussion or report to the Standing Committees.

Internal Operations Committee

2877416,Chg. Computech Corporation + \$1,015,562.67 to \$2,700,562.67 HUM.RESOURCE
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2877420,Chg. FutureNet Group + \$1,117,011.10 to \$2,802,011.10 HUM.RESOURCE
Submitted in the List and Referred January 13, 2015; Questions from CM Cushingberry

2903277 American Society of Employers \$10,270 HUMAN RESOURCES
Submitted in the List and Referred January 27, 2015.

2903278 Magnet Consulting \$373,830 HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.

2903279 Polaris Assessment Systems \$227,997 HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.

2903280 Right Management \$405,000 HUMAN RESOURCES
Submitted in the List and Referred January 20, 2015.

Public Health and Safety Committee

2901532 Detroit Building Authority (St. Maint.Build.) \$4,500,000 PUBLIC WORKS
Submitted in the List and Referred January 13, 2015; Question about new construction.

City Council Contract Agenda Items Review Checklist

Reviewer: (purchasing agent sign here)

Date Received: 00/00/2014

Date: 11/17/2014 Department Police Division: Human Resources

Dept Head/Contact Person: Gail A. Oxendine Phone No.: 313-596-2730

Description: Promotional exam for Lieutenants and Sergeants; last exam was conducted in 2008, new list of candidates is needed to keep pace with attrition.

brief explanation of function or need of the goods/services

Contract No.: 2900804 PO Type: CTO Est. Value: \$ 226,000.

Contract Term (if applicable): 12/15/2014 to 12/14/2018

Funding: City 100% State % Federal % Other: %
(Documentation must be furnished by the Dept. if anything other than City funding)

Recommended Supplier: Booth Research Required Date: 12/15/2014

1. The business being awarded is NEW. If a renewal, provide justification for renewal: _____
2. Was the product or service competitively bid? ☒ Yes ☐ No
Attach Copy of Bid Tabulation/Evaluation score sheets as needed
If the answer to #2 is "NO" explain why there was no competition: _____
3. Was a Co-Operative Agreement Considered? ☐ Yes ☒ No Co-Operative Name: _____
If answer to #3 is "No" explain why a Co-Op was not considered: This type of services is not available as a Cooperative Service.
4. Were savings achieved?
☐ Yes Amount \$ _____ ☒ No

5. Does this agreement represent an increase? No
☐ Variance in unit price only (Current unit price \$0.00 Proposed Unit Price \$0.00)
☐ Change in amount/volume of the good or service to be used. _____
6. Does the supplier currently provide other goods and services to the City? ☐ Yes ☒ No
If yes please list: _____
7. Is this good/service used by other departments? ☐ Yes ☒ No
If "yes" can this Req/PAR be combined other department requirements? ☐ Yes ☐ No
8. Is this a service that can be performed by City employees? ☐ Yes ☒ No
Is this a service that City employees can be trained to do? ☐ Yes ☒ No

NOTES: Buyer:

a. Excluded Parties List / Supplier Award Management Website Reviewed? Yes____ No____

☐ PLACE ON CITY COUNCIL AGENDA

☐ REJECT AND NOTIFY DEPARTMENT DIRECTOR:

SIGNED: L. Houser D.P.D. DATE: 11/17/2014
(Department)

INFORMATION PROVIDED BY: LAKENDAT. HOUSER

TITLE: 1st Assistant Chief

PHONE: 596-1803





REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: Police

E-MAIL ADDRESS: milhouse2019@detroitmi.gov

CONTACT NAME: C. MILHOUSE

PHONE: 596-1922 FAX: 596-6817

Type of Clearance: ☐ New ☐ Renewal (Please submit 30 days prior to submitting bid or expiration date)

To:
A. City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or 224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name Booth Research Group, Inc.
Address 19029 E. Plaza Dr, Ste 200

City Parker
State CO Zip Code 80134

Telephone 303-840-3346 Fax # 303-840-3347

E-mail Address WSBooth4@aol.com

B. Name of Chief Financial Officer/Authorized Contact Person
(Include address if different from above)

Walter S. Booth, Same address

Employer Identification or Social Security Number

84-1118234

Telephone # 303-840-3346

Fax # 303-840-3347

Spouse Social Security Number

Nature of Contract

BID CONTRACT AMOUNT (if known):

Labor: \$ _____ Material: \$ _____

Contract # (if known)

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: ☐ Individual ☐ Corporation ☐ Partnership ☐ Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

- Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) ☐ Yes ☐ No
- Are you a student, and/or claimed as a dependent on someone else's tax return? ☐ Yes ☐ No
- Were you employed during the last seven (7) years? ☐ Yes ☐ No
- Were you a resident of Detroit during the last seven (7) years? ☐ Yes ☐ No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

- Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). ☐ Yes ☒ No
- Will the company have employees working in Detroit? ☒ Yes ☐ No
- Will the company use sub-contractors or independent contractors in Detroit? ☒ Yes ☐ No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

☒ Yes ☐ No

Signature LOCHETIA JENNINGS

Date APR 30 2014 Expires APR 30 2015

☐ Yes ☐ No

Signature

Date

Expires

☐ Yes ☐ No

Signature

Date

Expires

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov.

PURCHASING DIVISION VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
1012 Coleman A. Young Municipal Center
Detroit, MI 48226
(313) 224 - 4087 (Telephone)
(313) 224 - 4238 (Fax)

Nature of Contract Police Sergeant and Lieutenant Promotional Processes
Contract Amount \$ 128,000.00

Business Type: ☒ Corp ☐ Partnership ☐ Sole Proprietorship ☐ Personal Services

Business Name Booth Research Group, Inc.

Business Address 19029 E. Plaza Dr., Suite 200, Parker, CO 80134

Ward/Item # _____

F.I.D. NO. 84-1118234

City Personal Property I.D. # N/A

Owner(s) Name N/A

Owner(s) SS# _____

Contact Person _____

Phone Number _____

Fax Number _____

Owner(s) Home Address _____ ☐ Lease ☐ Own

Please do not write below this line for department use only.

Real Property Special Assessment Personal Property Other Receivable

☒ Denied ☐ Denied ☐ Denied ☐ Denied
☒ Approved ☒ Approved ☒ Approved ☒ Approved

Comments: _____

REVENUE COLLECTIONS
APPROVED
CONTRACT CLEARANCES

Please mail, fax or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature (City of Detroit) [Signature]

11-14-14
Date

AUG 30 2015
Expiration Date

REVISED 7-12-2012

COVENANT OF EQUAL OPPORTUNITY

(Application for Clearance - Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of Booth Research Group, Inc. (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization Booth Research Group, Inc.
(Type or Print Legibly)

Contractor Address 19024 E. Plaza Dr, Ste 200 Parker, CO 80134
(City) (State) (Zip)

Contractor Phone/E-mail 303-840-3346 1 WSB00th4@aol.com
(Phone) (E-mail)

Printed Name & Title of Authorized Representative Walter S. Booth, President

Signature of Authorized Representative: _____

Date: 4/10/14

*** This document MUST be notarized ***

Signature of Notary: Susan A. Quarles

Printed Name of Seal of Notary: Susan A. Quarles

My Commission Expires: 12 / 31 / 2017

SUSAN A. QUARLES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054048482
MY COMMISSION EXPIRES DEC. 5, 2017

FOR CONTRACTING DEPARTMENT USE ONLY

Date Rec'd: 4/10/14 Received by: _____ Title: _____

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/09/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Trust Risk Management Services, Inc. doing business in CO as Potomac Risk Management Services, Inc. 1791 Paysphere Circle Chicago, IL 60674	CONTACT NAME: Trust Risk Management Services, Inc PHONE (A/C, No, Ext): 877.637.9700 FAX (A/C, No): 877.251.5111 EMAIL ADDRESS: info@trustrms.com INSURER(S) AFFORDING COVERAGE INSURER A: ACE American Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED BOOTH RESEARCH GROUP INC 19029 E Plaza Dr Ste 200 Parker, CO 80134 4009	NAIC # 22667

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per Person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER \$
							E.L EACH ACCIDENT	\$
							E.L. DISEASE-EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Psychologist's Professional Liability Retroactive Date: 01/01/1999	Y		78G22233361	01/01/2015	01/01/2016	Each Incident Annual Aggregate	\$1,000,000 \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required):

CERTIFICATE HOLDER

CANCELLATION

Additional Insured
City of Detroit, Contracts and Budget
1301 3rd Street 6th Floor
Detroit, MI, 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



BOOTRES-01

JSPIVACK

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/18/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER DCInsurers-Mountain 3705 Kipling St # 106 Wheat Ridge, CO 80033	CONTACT NAME:	PHONE (A/C, No, Ext): (303) 420-4774	FAX (A/C, No): (303) 420-2882
	E-MAIL ADDRESS:		
INSURED Booth Research Group, Inc. 19563 E. Mainstreet Parker, CO 80138	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : The Hartford		
	INSURER B :		
	INSURER C :		
	INSURER D :		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		34SBAPG1452	02/28/2014	02/28/2015	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 3,300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COM/OP AGG \$ 4,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		34SBAPG1452	02/28/2014	02/28/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
2014 city of Detroit, MI

CERTIFICATE HOLDER

CANCELLATION

Brigid O Dorski Budget Ops Dir
City of Detroit contracts & budget
1301 3rd street 6th floor
Detroit, MI 48226

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/16/2014PRODUCER
Pinnacol Assurance
7501 E Lowry Blvd
Denver, CO 80230-7006THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE
COVERAGE AFFORDED BY THE POLICIES BELOW.INSURED
Booth Research Group Inc
19029 E Plaza Dr
Parker, CO 80134

INSURERS AFFORDING COVERAGE

NAIC#

INSURER A: Pinnacol Assurance

41190

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING
ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR
MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH
POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS
		GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIERS PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES MED EXP(Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea Accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN EA ACC AUTO ONLY AGG
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE RETENTION \$				EACH OCCURRENCE AGGREGATE
A		WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, please describe under SPECIAL PROVISIONS below OTHER	2261132	02/01/2014	02/01/2015	<input checked="" type="checkbox"/> WC STATU- <input type="checkbox"/> OTHER TORY LIMITS E L EACH ACCIDENT \$500,000 E L DISEASE - EA EMPLOYEE \$500,000 E L DISEASE - POLICY LIMIT \$500,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
2014 CITY OF DETROIT, MI POLICE LIEUTENANT AND SERGEANT PROCESSES.

CERTIFICATE HOLDER

1524639
BRIGID O' DORSKI, BUDGET OPS. DIR.
CITY OF DETROIT, CONTRACTS & BUDGET
1301 3RD STREET 6TH FLOOR
DETROIT, MI 48226

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE
THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO
MAIL 0 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE
LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR
LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

My Dung Cao
Underwriter

Hiring Policy Compliance Affidavit

I, Walter S. Booth, being duly sworn, state that I am the President

Title of Booth Research Group, Inc.
Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Walter S. Booth
Title: President Date: 4-11-2014

STATE OF Colorado)
COUNTY OF Douglas) SS

The foregoing Affidavit was acknowledged before me the 11th day of April, 2014,
by Walter S. Booth.

Susan D. Quarles
Notary Public, County of Douglas

State of Colorado

My commission expires: 12-5-2017

SUSAN A. QUARLES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054048482
MY COMMISSION EXPIRES DEC. 5, 2017

From: "Kelly McIntyre"
To: "'OTIS MILHOUSE'"
Date: 8/7/2014 3:11 PM
Subject: RE: Contract
CC:

You are welcome! I am working on the insurance certificates and will get them as soon as possible.

Kelly S. McIntyre, Ph.D.
Senior Managing Research Consultant
Booth Research Group, Inc.

From: OTIS MILHOUSE [mailto:MILHOUSEO190@detroitmi.gov]
Sent: Thursday, August 07, 2014 11:29 AM
To: Kelly McIntyre
Subject: RE: Contract

Ok, Thank you!

>>> "Kelly McIntyre" <kelly.mcintyre@boothresearchgroup.com> 8/7/2014 11:28 AM >>>

We do not have a formal application that candidates for positions at the Booth Research Group complete. They just submit a resume.

Kelly S. McIntyre, Ph.D.
Senior Managing Research Consultant
Booth Research Group, Inc.

From: OTIS MILHOUSE [mailto:MILHOUSEO190@detroitmi.gov]
Sent: Thursday, August 07, 2014 9:24 AM
To: Kelly McIntyre
Subject: RE: Contract

That is correct. If you request that a candidate for hire for your company complete an application, I need you to forward a copy of the application to me.

>>> "Kelly McIntyre" <kelly.mcintyre@boothresearchgroup.com> 8/7/2014 9:37 AM >>>

Good morning,

I am afraid I had misunderstood your previous email. You are asking about candidates for hire for our company, not candidates for promotion for your department.

We do not have a formal application; we have them submit a résumé, then we have an oral interview, perhaps two.

Because of the nature of our work, a specific amount of education and experience is required. This is a challenge to determine on an application, so we have candidates submit a résumé instead. I have also attached our EEOC statement.

Thanks,

Kelly

Kelly S. McIntyre, Ph.D.
Senior Managing Research Consultant
Booth Research Group, Inc.

From: OTIS MILHOUSE [<mailto:MILHOUSEO190@detroitmi.gov>]

Sent: Thursday, August 07, 2014 7:08 AM

To: Kelly McIntyre

Subject: RE: Contract

Good Morning Dr. McIntyre,

can you tell me if your company requires an applicant (for hire) to complete an application. If the answer is yes, i need you to forward me a copy of the application. The purchasing Department is requesting this before they will submit your contract to our council members for approval. If however, you don't use that particular process, please explain your process for new employees and I will forward that information to the Purchasing Department. Thank you for your assistance regarding this matter.

CITY OF DETROIT
SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: Booth Research Group, Inc.
2. Address of Contractor: 19029 E. Plaza Dr, Ste 200
Parker, CO 80134
3. Name of Predecessor Entities (if any): N/A
4. Prior Affidavit submission? ☒ No ☐ Yes, on: _____
(Date of prior submission)
If "No", complete Items 5 and 6.
If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.
5. ☒ Contractor was established in 1989 (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.
☒ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.
☐ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).
6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

NALTER S BOOTH (Printed Name) President (Title)
[Signature] (Signature) 4/10/14 (Date)

Subscribed and sworn to before me
this 11th day of April, 2014

Susan A. Quarles
Notary Public, _____ County, Michigan
My Commission expires: 12-5-17
Douglas County, CO

SUSAN A. QUARLES
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20054048482
MY COMMISSION EXPIRES DEC. 5, 2017